



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **C-1**

April 3, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ADOPT AND ADVERTISE
PROJECT NO. 3650, LINES D, E, AND F
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the Agreement between the City of Glendale and the Los Angeles County Flood Control District, which establishes the District's responsibility to design and construct Project 3650, Lines D, E, and F. The City of Glendale is to contribute 50 percent of the construction cost of the project not to exceed \$600,000, and the Los Angeles Flood Control District is to finance all remaining project costs.
3. Approve the project and adopt the plans and specifications for Project No. 3650, Lines D, E, and F, in the City of Glendale (5), at an estimated cost between \$850,000 and \$1,000,000.

4. Call for bids to be received on May 13, 2003.
5. Instruct the Executive Officer of the Board of Supervisors to advertise the project and to seal and return the plans and specifications to Public Works for filing.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action involves contracting for the construction of approximately 4,200 feet of reinforced concrete pipe within Lexington Avenue, Wilson Avenue, and Harvard Street in the City of Glendale. This project will relieve extensive street flooding which presently causes traffic congestion and impedes pedestrian traffic.

The City of Glendale will finance 50 percent of the construction contract cost up to \$600,000. The Los Angeles County Flood Control District will finance all other project costs and will advertise, award, and administer the construction contract. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

This project is part of Public Works' ongoing program for the construction of flood control facilities.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Service Excellence by alleviating flooding and enhancing pedestrian and vehicular safety throughout the project area. In addition, it meets the goal of Fiscal Responsibility by sharing the cost of construction with the City of Glendale.

FISCAL IMPACT/FINANCING

The estimated construction cost is in the range of \$850,000 to \$1,000,000.

The construction contract cost of the project is to be borne by the City and the Flood Control District in the ratio of 50 percent each. The Flood Control District will bear the costs in excess of the City's contribution. Prior to advertisement of the project for construction bids, the City of Glendale will transfer its \$600,000 contribution to the Flood Control District in accordance with the agreement. Financing for this agreement is available from the Flood Control District Fiscal Year 2002-03 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been reviewed and approved as to form by County Counsel. This Agreement was executed by the City of Glendale on March 18, 2003.

As required by your Board, language has been incorporated into the project specifications stating that the contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt pursuant to Class 3, Subsection (q), of the revised County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

CONTRACTING PROCESS

This project will be contracted on an open competitive bid basis. The contract will be awarded to the lowest responsible bidder meeting the criteria established by your Board and the California Public Contract Code.

To increase contractor awareness of our program to contract work to the private sector, this project will be listed on the County website for upcoming bids.

The project specifications contain provisions 1) requiring the contractor to comply with the County's Child Support Compliance Program, 2) requiring the contractor to report solicitations of improper consideration by County employees and allowing the County to terminate the contract if it is found that the contractor offered or gave improper consideration to County employees, and 3) requiring the contractor to comply with the requirements of the County's Contractor Employee Jury Service Program.

The project specifications also contain a provision that, should the contractor require additional or replacement personnel to fill employment openings, consideration shall be given to hiring qualified participants in the County's Greater Avenues for Independence or General Relief Opportunities for Work Programs.

The Honorable Board of Supervisors
April 3, 2003
Page 4

To ensure that the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, their civil litigation history, and information regarding prior criminal convictions. The information reported will be considered before making a recommendation to award.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project is to be completed in 70 working days. It is estimated that the work will start in August and be completed in November 2003. Local residents and businesses will be informed that traffic and local access will be mildly disrupted during the construction.

This project will not have a significant impact on current flood control services or projects currently planned. Upon construction completion to the satisfaction of the Flood Control District, the Flood Control District will be responsible for future operation, maintenance, and repair of the drain.

CONCLUSION

Enclosed are three originals of the Agreement which have been executed by the City of Glendale. Please return two fully executed originals of the Agreement along with one approved copy of this letter to the Los Angeles County Flood Control District for further processing. The agreement labeled Flood Control District original is to be retained for your files. Please also return one approved copy of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

CQ:ssa

O:\Projects\Flood\Proj3650Ln D,E,F (FCC0000317)\Board\Adv.doc

Enc.

cc: Chief Administrative Office
County Counsel
Office of Affirmative Action Compliance

PROJECT NO. 3650, LINES D, E, AND F
INSTRUCTION SHEET FOR PUBLISHING LEGAL ADVERTISEMENT

From: Department of Public Works
Construction Division

PUBLISHING

In accord with Section 20991 of the Public Contract Code.

Publish: At least five or more times prior to the date set for opening bids, in a daily newspaper of general circulation printed and published in the County and designated by the Board, or for at least two times prior to such date in a weekly newspaper printed and published in the County and designated by the Board.

Time Limitation: To open bids in four weeks.

NOTICE INVITING BIDS

Sealed Bids will be received by the County of Los Angeles Department of Public Works, Construction Division, for the construction of 24-inch and 30-inch reinforced concrete pipe storm drains and other appurtenant work under Project ID No. FCC0000317, Project No. 3650, Lines D, E, and F, in the City of Glendale.

The Bids must be submitted at the Cashier's Office, west side of main lobby, 900 South Fremont Avenue, Alhambra, California 91803-1331, before 11 a.m. on Tuesday, May 13, 2003. The Bids will then be publicly opened and read in Conference Room A or at the location posted in the main lobby.

The Work shall be done in accordance with the Plans and Specifications on file and open for inspection at the County Board of Supervisors Executive Office and the Department of Public Works. The Work is estimated to cost between \$850,000 and \$1,000,000 and shall be completed in 70 working days. The Work requires a Class A or C42 contractor's license. Prebid questions regarding the Plans and Specifications should be directed to Mr. Amir Zandieh at (626) 458-7984.

The Bids must be submitted on the Proposal forms included in the Bidder's package of the Contract Documents, which may be purchased for \$25, including postage and handling if mailed, at the aforementioned Cashier's Office, (626) 458-6959, Monday through Thursday between 7 a.m. and 5:30 p.m.

Each Bid must be accompanied by a certified check, cashier's check, or surety bond payable to Los Angeles County in an amount equal to at least 10 percent of the Bid to guarantee that the Bidder will enter into the Contract if it is so awarded.

All persons performing the Work shall be paid not less than the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code. Copies of these wage rates are available at the Department of Public Works.

The Bid must provide full disclosure of False Claims Act violations and civil/criminal legal actions as provided for on the three forms included as part of the Proposal. Failure to complete these forms may result in a determination that the Bidder is nonresponsive and/or not responsible.

The Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder; however, the Board of Supervisors reserves the right to reject any and all bids.

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible contractors.

The successful Bidder will be required to submit a faithful performance bond, payment bond, liability insurance, and workers' compensation insurance with the Contract.

As provided for in Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the Department of Public Works to ensure performance under the Contract or enter into an escrow agreement for payment of such monies to an escrow agent.

Each person by submitting a response to this Notice Inviting Bids certifies that such Bidder and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the bidder, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Para mas informacion con relacion a esta noticia, por favor llame a este numero (626) 458-3118. Nuestras horas de oficina son de 7 a.m. a 5 p.m. de Lunes a Jueves.

The County supports and encourages equal opportunity contracting.

By order of the Board of Supervisors of the County of Los Angeles, State of California.

Dated April 15, 2003.

Violet Varona-Lukens
Executive Officer
of the Board of Supervisors

CQ:ssa

O:\Projects\Flood\Proj3650Ln D,E,F (FCC0000317)\Board\Nib.doc

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF GLENDALE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, CITY desires to have DISTRICT design and construct Project No. 3650, Lines D, E, and F, as shown on Exhibit A, which is attached hereto and incorporated herein by this reference, and is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is in the general interest of CITY and DISTRICT; and

WHEREAS, DISTRICT is willing to finance and perform PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, and RIGHT-OF WAY ACQUISITION for PROJECT at no cost to CITY; and

WHEREAS, "CONSTRUCTION CONTRACT COST" includes all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00); and

WHEREAS, CITY is willing to finance fifty percent (50%) of actual CONSTRUCTION CONTRACT COST for a not-to-exceed amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00); and

WHEREAS, DISTRICT is willing to finance fifty percent (50%) of actual CONSTRUCTION CONTRACT COST and the amount in excess of CITY'S contribution; and

WHEREAS, DISTRICT is willing to accept CITY funds in the manner stated herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and DISTRICT and of the premises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To pursue community support for PROJECT as determined by the CITY.
- b. To review and approve the plans and specifications for PROJECT.

- c. To authorize the CITY'S Director of Public Works to approve PROJECT after receiving the signed plans and specifications for PROJECT from DISTRICT.
- d. To finance fifty percent (50%) of the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be One Million Two Hundred Thousand Dollars (\$1,200,000.00) but not to exceed Six Hundred Thousand and 00/100 Dollars (\$600,000.00).
- e. To deposit Six Hundred Thousand and 00/100 Dollars (\$600,000.00) with DISTRICT, upon the full execution of this AGREEMENT and upon invoice by the DISTRICT, but in no event shall the deposit be required earlier than ninety (90) days prior to advertisement of DISTRICT'S contract for construction.
- f. To review all change of work requests provided by the DISTRICT.
- g. To issue all necessary CITY permits for PROJECT on a no-fee basis, provided, however, that DISTRICT complies with all permit conditions. As a condition of permit approval, DISTRICT or its Contractor must furnish, at no cost to the CITY, evidence of insurance coverage in an amount and in a form satisfactory to the CITY's City Attorney.
- h. To grant or transfer to DISTRICT the rights to any temporary or permanent right of way that CITY owns or has an easement for that is necessary for the construction, operation, and maintenance of PROJECT, all at no cost to DISTRICT to the extent not already provided by law.
- i. To cooperate with DISTRICT in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities, facilities, structures, and transportation services which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will obtain the revisions or relocation of the interfering utility and provide the necessary rights of way from these utilities at no cost to DISTRICT. CITY will grant, transfer, or assign all prior rights over utility companies when necessary to construct, complete, and maintain the PROJECT at no cost to DISTRICT.
- j. To be responsible for one hundred percent (100%) of the expense of relocation, alteration, and modification of PROJECT once installed, necessitated by future street improvements, realignments, or reconstruction.

- k. To indemnify, defend, and save harmless DISTRICT and the County of Los Angeles, their agents, officers, and employees from and against any and all liability and expense arising from any negligence of CITY, its officers, employees, or agents or subconsultants of any tier in the performance of this AGREEMENT, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage.

(2) DISTRICT AGREES:

- a. To finance and perform PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, and RIGHT-OF-WAY ACQUISITION for PROJECT at no cost to CITY.
- b. To finance fifty percent (50%) of the CONSTRUCTION CONTRACT COST of PROJECT and the amount in excess of CITY'S contribution.
- c. To accept deposit of CITY'S funds in accordance with this AGREEMENT.
- d. To ensure that DISTRICT contractor adds CITY and its officers, employees, and agents as additional insureds on its insurance policies including comprehensive general liability and automobile policies with the minimum limits of coverage of at least \$1,000,000 per occurrence and in the annual aggregate.
- e. To advertise PROJECT for construction bids, to award and administer the construction contract, and to cause PROJECT to be constructed in accordance with said plans and specifications.
- f. To accept ownership and, thereafter, be responsible for the operation and maintenance of PROJECT upon completion of PROJECT.
- g. To provide all change of work requests to CITY in a timely manner.
- h. DISTRICT will provide CITY with two (2) sets of final plans and specifications at least 15 working days before the start of construction as well as a copy of the project record drawings within 365 days of completion of PROJECT.
- i. To indemnify, defend, and save harmless CITY, its officers, employees, agents, contractors, consultants, and subconsultants of any tier from and against any and all liability and expense arising from any negligence of DISTRICT, its officers, employees, agents, or subconsultants of any tier in the

performance of this AGREEMENT, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental documentation; design survey; soils report; traffic engineering and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00).
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of plans and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the plans and specifications approved by DISTRICT.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land, and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation; expense, and all other work necessary to acquire right of way for construction and maintenance of PROJECT.
- e. PROJECT consists of the work shown on DISTRICT'S contract drawings, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- f. CITY authorizes DISTRICT to use up to Six Hundred Thousand and 00/100 Dollars (\$600,000.00) of the deposit made in Section (1), paragraph e., above, at its discretion to reimburse its expenses for construction of PROJECT.

- g. If CITY'S deposit, as set forth in Section (1), paragraph e., above, is not delivered to the DISTRICT office identified on the billing invoice within ninety (90) days from the date of issuance of said invoice, DISTRICT is entitled to recover interest thereon from the date of the invoice at the rate of seven percent (7%) per annum.
- h. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if such action is in the best interests of DISTRICT.
- i. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to DISTRICT, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to the contractor, but shall work through DISTRICT inspector. The orders of DISTRICT'S inspector to the contractor or any other DISTRICT person in charge of construction shall prevail and be final.
- j. Within one hundred eighty (180) days after DISTRICT acceptance of PROJECT, DISTRICT shall perform a final accounting of the total sum of CONSTRUCTION CONTRACT COST and forward it to CITY for review and approval. Within sixty (60) days of CITY'S approval of the final accounting and if the costs in this accounting are less than the amount of funds previously deposited with DISTRICT, DISTRICT shall return the excess funds to CITY.
- k. Following completion of PROJECT as determined by DISTRICT, DISTRICT shall be the owner and, thereafter, be responsible for the maintenance of PROJECT.
- l. This AGREEMENT may be modified only in writing with the signature of both parties, in the manner originally executed.
- m. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.

- n. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- o. DISTRICT may unilaterally terminate this AGREEMENT without cause at any time, at DISTRICT'S sole unilateral discretion, and in such an event CITY shall only be entitled to a pro-rated refund of CITY funds previously deposited with DISTRICT for this PROJECT.
- p. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32058 between CITY and the County of Los Angeles, adopted by the Board of Supervisors with an effective date of March 15, 1978, and currently in effect, is inapplicable to this AGREEMENT.
- q. This AGREEMENT was prepared by both parties and, therefore, shall not be interpreted for or against either party on the basis of who prepared it.
- r. Without the consent of the other party, neither party may assign nor delegate this agreement, and any attempt to do so will be void.
- s. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

- t. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Stephen M. Zurn
Director of Public Works
City of Glendale
613 East Broadway
Glendale, CA 91206-4308

DISTRICT:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF GLENDALE on _____, 2003, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2003.

Los Angeles County Flood Control District
a body corporate and politic

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF GLENDALE

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney